

Posting Date: July 7, 2025

Closing Date: July 17, 2025 11:30 a.m. ET

Reference Number: 25-016505

To: NCI Bid Board

From: Christine Buntz NCI CCR P-ARC

christine.buntz@nih.gov

Subject: NCI Bid Board Posting – Purchase of Service Agreement for INCUCYTE SX3 HD/2CLR S/N #: IC51817 for the Urologic Oncology Branch.

The National Cancer Institute Division of The Urologic Oncology Branch conducts clinical and basic research designed to develop better methods for detecting, preventing, and treating patients with kidney cancer, prostate cancer and bladder cancer. We evaluate and manage patients with non-inherited as well as inherited forms of kidney cancer. The Branch also has an expanding prostate cancer program. Patients with known or suspected localized and locally advanced prostate cancer undergo advanced MRI imaging followed by fusion image-guided biopsy to diagnose and characterize the cancer. They may then be managed with robotic surgery or be followed with active surveillance and intermittent imaging. In addition, we have a growing program in genomics and targeted therapy for bladder cancer patients, including therapy that targets EGFR, FGFR3 and other mutated bladder cancer genes.

The primary objective is to purchase a service agreement to maintain and provide preventative maintenance for INCUCYTE SX3 S/N #: IC51817 that guarantees 24-hour emergency support and repair service that uses OEM parts. The acquisition of the INCUCYTE SX3 will allow for a large variety of characterization and drug dosing experiments which allow, in a minimally invasive, microplate-based cytometry approach, cell counting and monitoring of tumorspheres, organoids and colonies, and offer valuable insights into cell proliferation, apoptosis, cytotoxicity, and morphology changes.

The National Cancer institute plans to purchase a service agreement for the INCUCYTE SX3 from Becton Dickinson and Company from Bohemia, NY to perform this work. However, if any interested party believes it can meet the attached requirements, it may submit a statement of capabilities. The capability statement must be in writing and must contain information and material in sufficient detail to allow NCI to determine is the party can fully meet this requirement. The capability statement must be received in the contracting office by 11:30 AM on July 17, 2025, ET. A determination by the Government not to compete this requirement based upon responses to this notice is solely within the discretion of the Government. Information received will be considered solely for the purpose of determining whether to conduct a competitive procurement.

Sole Source Justification:

The INCUCYTE SX3 can be operated only by Sartorius-trained qualified field service engineers and technicians who are adept at operating Sartorius proprietary machines and associated proprietary software. The software requires periodical updates, which are also provided only by Sartorius. Market research was conducted however, there are no companies that can provide the same service because the INCUCYTE SX3 and related proprietary software are unavailable to alternative vendors. There are no alternative vendors that can provide qualified field service engineers specific to INCUCYTE SX3.

Attached Documents: SF18 Statement of Work

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (AUG 2019) is applicable and available in full text upon request.

| REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) | | | | THIS RFQ IS IS NOT A SMALL BUSINESS SET-ASIDE PAGE OF 1 | | | | | | PAGES 1 | | |
|--|--|--------------|--|--|--|---|---------------------------------------|---|---|------------------------------|------------------|--|
| 1. REQUEST NUMBER 2. DATE ISSUED 07/07/2025 | | | 3. REQUISITION/PURCHASE REQUEST NUMBER 25-016505 | | | UNE | DER B | R NAT. DEF. DSA REG. 2 DMS REG. 1 | RATING | ı | | |
| 5a. ISSUED BY NIH/NCI-CCR P-ARC | | | | | | 6. DELIVER BY (Date) 08/01/2025 | | | | | | |
| 5b. FOR INFORMATION CALL (NO COLLECT CALLS) | | | | | | | | | | | | |
| | | | | | | 7. DELIVERY NE NUMBER 7. DELIVERY FOB DESTINATION OTHER (See Schedule) | | | | | | |
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| a. NAME b. COMPANY | | | | | | Youfeng YANG 240-858-3958 b. STREET ADDRESS | | | | | | |
| | | | | orius Corporation | | | 9000 Rockville Pike Bldg 10 RM 1-5888 | | | | | |
| c. STREET ADI | | | | _ | | | c. CITY Beth | | a | | | |
| d. CITY Bohemia | | | | e. STATE f. ZIP CODE 117162606 | | | d. STATE e. ZIP CODE 20892 | | | | | |
| ISSUING O | JRNISH QUOTATIONS FFICE IN BLOCK 5a (LOSE OF BUSINESS | ON OR (Date) | so indicate on costs incurred domestic origin Quotation mus | this form and retu in the preparation n unless otherwise at be completed by | irn it to the second in the se | | s reques or to con tations a | st does ntract and/or | s not commit the G for supplies or serv certifications attact | overnment to price. Supplies | ay any are of | |
| 11. SCHEDULE (Include application NUMBER SUPPLIES/SERVICES | | | | | | QUANTITY | UNIT | | UNIT PRICE | AMOUNT | | |
| (a) | (b) | | | | | (c) | (d) | | (e) | 1 | (f) | |
| 001 | Incucyte SX3 Service Agreement S/N #: IC51817 Product Code: 84MJEX3 POP: 08/01/2025 to 07/31/2026 Notice of Intent: If submitting a capability statement please e-mail only 1 copy of the technical capability statement to: Christine Buntz @ christine.buntz@nih.gov See attached statement of work. This will be awarded as a Firm-Fixed Price Contra | | | | | 1 | ea | | 0.00 | | \$0.00 | |
| a. 10 CALENDAR DAYS (%) | | | | | | b. 20 CALENDAR DAYS (% | c. 30 CALENDAR DAYS (%) | | | d. CALEN | DAR DAYS | |
| 12. DISCOUNT FOR PROMPT PAYMENT | | | | | | | | | NUMBER | PERCENTAGE | | |
| NOTE: Add | litional provisions | | | are | a | are not attached. | | | | | 01107177 | |
| a. NAME OF Q | | ND ADDRESS | S OF QUOTER | R | | 14. SIGNATURE OF PERS SIGN QUOTATION | SON AU | ITHOF | RIZED TO | 15. DATE OF | QUOTATION | |
| b. STREET ADDRESS | | | | | | 16. SIGNER | | | | | | |
| | | | | | | a. NAME (Type or print) | | | | b. TELEPHONE | | |
| c. COUNTY | | | | | | | | | | AREA CODE | | |
| d. CITY e. STATE | | | f. ZIP CODE | | c. TITLE (Type or print) | NUMBER | NUMBER | | | | | |

STATEMENT OF WORK

1.0 SCOPE:

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for Incucyte S3 HD/2CLR (Serial #IC51817) instrument for a large variety of characterization and drug dosing experiments which allow, in a minimally invasive, microplate-based cytometry approach, cell counting and monitoring of tumorspheres, organoids and colonies, and offer valuable insights into cell proliferation, apoptosis, cytotoxicity, and morphology changes.

2.0 TYPE OF ORDER

This is a firm fixed-price purchase order.

3.0 SPECIAL ORDER REQUIREMENTS

3.1 PREVENTIVE MAINTENANCE:

The Contractor shall perform planned preventive maintenances during the contract period. All maintenance services shall be performed on-site in accordance with the Original Equipment Manufacturer (OEM) most current standard commercial maintenance practices. Onsite and emergency services shall be provided during standard business hours (defined as 8:00 am – 5:00 pm EST, Monday through Friday, excluding Federal Holidays found at www.opm.gov/policy-data-oversight/pay-leave/federal-holidays and extended hours (5:00 pm – 9:00pm EST, Monday through Friday) for any issues not able to be resolved remotely, or during normal business hours. Software updates/services may be provided remotely as applicable. All travel, labor, materials, and related charges shall be included in the purchase order price.

3.2 EMERGENCY SERVICE:

On-site, emergency repair service visit shall be provided during the term of this contract at no additional cost to the government. Emergency service shall be provided during normal working hours, Monday through Friday excluding Federal Holidays. Upon receipt of notice that any part of the equipment is not functioning properly the Contractor shall within provide a one (1) hour initial response with a four (4) hour on-site response a qualified factory-trained service representative to inspect the equipment and perform all repairs and adjustments necessary to restore the equipment to normal and efficient operating condition. Emergency service calls shall not replace the necessity for planned preventative maintenance. All labor and travel will be included.

3.3 REPLACEMENT PARTS:

The Contractor shall furnish all required replacement parts at no additional cost to the Government, with the exception of consumables. All parts shall meet original equipment manufacturer (OEM) specifications. Upon identification of required parts, they shall be delivered within 24 hours, or the following business day should the request fall on a Friday, or preceding a Federal Holiday.

If parts will take longer than 24 hours to be delivered for any reason, the Contractor must provide the TPOC with a written notification stating the reason and estimated delivery timeframe immediately upon identification of delivery delay.

3.4 SOFTWARE UPDATES/SERVICE:

The Contractor shall provide Software Service and updates in accordance with the manufacturer's latest established service procedures, to include telephone access to technical support for use of program software and troubleshooting of the operating systems, at no additional cost to the Government. The contractor shall receive advance approval for the installation of all software updates and revisions from the Government. Defective software shall be replaced at no additional cost to the government.

The Contractor shall provide unlimited clinical technical telephone support (24hrs/day, 7 days/week) for trouble-shooting for the instrument and clinical application support (M-F 8am-9pm), excluding Federal holidays.

3.5 SERVICE EXCLUSIONS:

The Contractor shall not be responsible for any repairs necessitated by abuse, neglect, vandalism, Acts of God, fire or water. These repairs shall be the subject of a separate purchase order and shall not be performed under this contract.

3.6 PERIOD OF PERFORMANCE:

The base period of performance shall be for twelve (12) months. Period of Performance shall be from 08/01/2025 to 07/31/2026.

3.7 PERSONNEL QUALIFICATIONS:

Technically qualified factory-trained personnel shall perform service to the instrument and location of the equipment at CRC/10 Room 1-5881, as covered by this contract. All primary service personnel shall have at least one backup support person with at least the same level of expertise on the equipment covered by this contract.

4.0 PLACE OF PERFORMANCE:

Onsite service shall be performed at the following location: National Cancer Institute 10 Center Dr Building 10, CRC, Room 1W-5881 Bethesda, MD 20892

5.0 PAYMENT

Payment shall be made quarterly in arrears. Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: PROMPT PAYMENT (JUL 2013) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I <u>INVOICE REQUIREMENTS</u>

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.
 - 1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
 - 2. Remit-to address (Name and complete mailing address to send payment).
 - 3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
 - 4. Invoice date.
 - 5. Unique invoice #s for all invoices per vendor regardless of site.
 - 6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
 - 7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the Central Contractor Registration (CCR).
 - 8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.

- 9. Identify that payment is to be made using a three-way match.
- 10. Description of supplies/services that match the description on the award, by line billed.*
- 11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
- 12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.*
- * NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.
 - B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.
 - C. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health Office of Financial Management, Commercial Accounts 2115 East Jefferson Street, Room 4B-432, MSC 8500 Bethesda, MD 20892-8500

For inquiries regarding payment call: (301) 496-6088

In order to facilitate the prompt payment of invoices, it is recommended that the vendor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A - 6E of the face page of the Order/Award document.

II. INVOICE PAYMENT

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 - 1. The 30th day after the designated billing office has received a proper invoice.
 - 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. INTEREST PENALTIES

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
 - 1. A proper invoice was received by the designated billing office.
 - 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor

- compliance with a term or condition.
- 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (DEC 2013)

- a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b) The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.

Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.